

CONTRACT

THIS AGREEMENT, between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and Wutke LLC DBA Idaho Fence, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

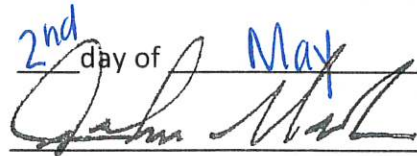
WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, and equipment necessary to improve and complete **Grant Orchards Fence**, located in Grant County, Washington, as proposed in a bid opened **1:00 P.M., Tuesday, March 21, 2023** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of Grant County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, the day and year below written, and the seal of said Board to be hereunto affixed on said date.

2nd day of May, 2023

Signature

John Hayden
Print Name

Wutke LLC DBA Idaho Fence
Firm Name

2430 W. Seltice Way
Address

Post Falls ID 83854
City State Zip

(208) 687-2296
Phone

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

____ day of _____, 2023

Deputy Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS
OF GRANT COUNTY, WASHINGTON

Done this ____ day of _____, 2023

Chair

Member

Member

CONTRACT BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, WUTKE, LLC dba Idaho Fence Company, as principal, and Employers Mutual Casualty Company, a corporation organized and existing under the laws of the State of IA, as surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to Grant County, Washington, in the penal sum of Fifty One Thousand and no/100----- (\$ 51,000.00) for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of Grant County, Washington. Idaho

Dated at Post Falls, Washington, this 2 day of May, 2023.

The conditions of the above obligation are such that:

WHEREAS, on **March 21, 2023**, the Board of County Commissioners of said Grant County has let or is about to let to the Principal, a certain contract, the said contract providing for the improvement of **Grant Orchards Fence**, located in Grant County, Washington, (which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said Principal shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth or within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, subcontractors and material men, and all persons who shall supply said Principal or subcontractors with provisions and supplies for the carrying on of said work, and shall hold said Grant County harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said Principal, or any subcontractor in the performance of said work and shall indemnify and hold Grant County harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract, and until the same is accepted, then and in that event this obligation shall be void but otherwise it shall be and remain in full force and effect.

Countersigned:

Employers Mutual Casualty Company

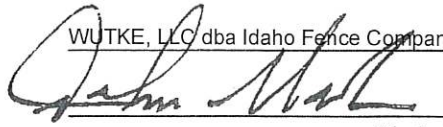
Licensed Agent/Surety Co.

PO Box 712

Des Moines, IA 50306

(515) 280-2511

Firm, Street Address (No P.O. Box), Phone of Local Office of Agent

WUTKE, LLC dba Idaho Fence Company

 Principal

Naomi Gerber
 Naomi Gerber Attorney-in-Fact, Surety

Approved as to form:

_____, 2023

 Prosecuting Attorney



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

ALLAN HULTGREN, NAOMI GERBER, DANETTE GUSTIN, Brandi Davis

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Surety Bond:

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

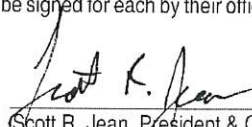
The authority hereby granted shall expire October 10th, 2025, unless sooner revoked.

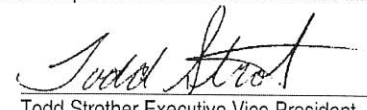
AUTHORITY FOR POWER OF ATTORNEY

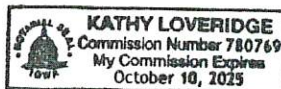
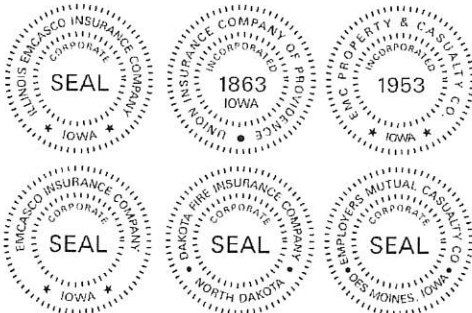
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.


Scott R. Jean, President & CEO
of Company 1; Chairman, President
& CEO of Companies 2, 3, 4, 5 & 6


Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6



On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

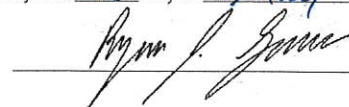
My Commission Expires October 10, 2025.


Kathy Loveridge
Notary Public in and for the State of Iowa

CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 2 day of May, 2023.


Ryan J. Springer
Vice President

PROPOSAL

To: Board of County Commissioners
Grant County, Washington

Date: MARCH 21, 2023

This certifies that the undersigned has examined the location of **Grant Orchards Fence**, in **Grant County, Washington**, and that the plans, specifications and contract governing the work embraced in the improvement, and the method by which payment will be made for said work is understood. The undersigned hereby proposes to undertake and complete the work embraced in this improvement, or as much thereof as can be completed with the money available in accordance with said plans, specifications and contract and at the following schedule of rates and prices.

Grant Orchards Fence

Note: Unit prices for all items, all extensions, and total amount must be shown. Please type or use ink. Please initial all changes.

Item No.	Plan Quantity	Item Description	Price per Unit* Dollars . Cents	Total Amount Dollars . Cents
PREPARATION				
1	100% Lump Sum	Mobilization	At //////////.//// Per Lump Sum	.
2	2,000 Linear Feet	Chain Link Fence Type 3	At \$ 22 . 50 Per Linear Foot	\$ 45,000 . 00
3	2 Each	Double 20 Ft. Chain Link Gate	At \$ 3,000 . 00 Per Linear Each	\$ 6,000 . 00

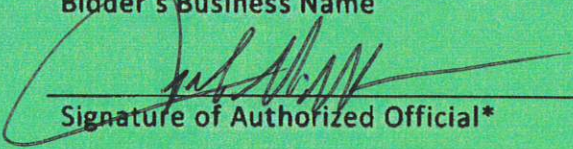
Contract Total	\$ 51,000 . 00
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Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (3/21/2023), the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

WUTKE LLC DBA IDAHO FENCE
Bidder's Business Name


Signature of Authorized Official*

JOHN HAYDEN
Printed Name

GENERAL MANAGER
Title

3/21/23
Date

POST FALLS
City

ID
State

Check One:

Sole Proprietorship ☐ Partnership ☐ Joint Venture ☐ Corporation ☒

State of Incorporation, or if not a corporation, State where business entity was formed:

MONTANA

If a co-partnership, give firm name under which business is transacted:

NA

*** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.**

**Failure to return this Declaration as part of the bid proposal package
will make the bid nonresponsive and ineligible for award.**

Non-Collusion Declaration

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

- 1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.**
- 2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

Notice to All Bidders

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Revised 8/95
From DOT Form 272-0361 EF
07/2011

Proposal – Signature Page

The bidder is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

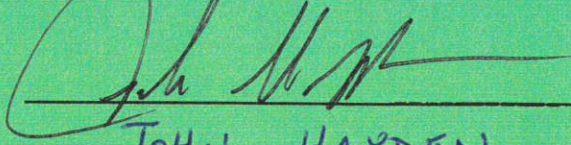
A proposal guaranty in an amount of five percent (5%) of the total bid, based upon the approximate estimate of quantities at the above prices and in the form as indicated below, is attached hereto:

Cash	<input checked="" type="checkbox"/>	In the Amount of <u>\$2550.00</u>
Cashier's Check	<input type="checkbox"/>	_____ Dollars
Certified Check	<input type="checkbox"/>	(\$_____) Payable to the Grant County Treasurer
Proposal Bond	<input type="checkbox"/>	In the Amount of 5% of the Bid

Receipt is hereby acknowledged of addendum(s) No.(s) _____ & _____.

Proposal Must Be Signed →

Signature of Authorized Official(s)



Please Print Name of Authorized Official

Firm Name WUTKE LLC DBA IDAHO FENCE

Address 2430 W. SELTICE WAY
POST FALLS ID 83854

State of Washington Contractor's License No. IDAHO FC 895K

Federal ID No. 84-1379547

Note:

- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of bid.
- (2) Please refer to section 1-02.6 of the standard specifications, re: "Preparation of Proposal" or "Article 4" of the instructions to bidders for building construction jobs.
- (3) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication:

Revised 8/95

Statement of Contractor Qualifications

To: Board of County Commissioners
Grant County, Washington

Date: MARCH 21, 2023

RE: **Grant Orchards Fence**
to _____

I hereby maintain that I am a responsible bidder as contemplated by the policies of the State of Washington and Chapter 36.77 of the Revised Code of Washington.

1. My permanent business name and address is 2430 W. Seltice Way - Post Falls ID 83854 which I have maintained for 10 years. My phone is (208) 697-2296 Fax (208) 697-2196
2. I have adequate plant equipment to expeditiously and properly perform the work contemplated for Grant County, Washington. **Description of work:** This contract provides for furnishing and installing approximately 2,000 linear feet of 6 (six) foot tall chain link fence and other work, on the property line of the Grant County Public Works Grant Orchard shop, located at 19956 Road A.8 -NE, Grant County Parcel #141404000, in Grant County, WA, all in accordance with the attached Contract Plans, these Contract Provisions and the Standard Specifications. (Please list equipment to be used on this project. Attach list if necessary.)
3. I have adequate funds to promptly meet obligations incident to this work. (Provide bank, contact & phone.)
 - a) Valley Bank of Kalispell
 - b) 413rd Street West Kalispell, MT 59903
 - c) Brad Kelsey 406.747.7166
4. I have adequate experience in this class of work and I am thoroughly familiar with the specifications used in this project. I have constructed the following similar improvements: (Provide project name, contact & phone.)
 - a) Grant County Pub Land Growth
 - b) Potlatch, Inc 1403 Stewart Road Sumner, WA 99079
 - c) Jessie Hampton 253.623.4404
5. I have submitted and maintain annually a "Standard Questionnaire and Financial Statement" to the Washington State Department of Transportation (WSDOT): Yes ☒ No ☐ Region: All
WSDOT has determined: a) I am prequalified to install fence and gates in the amount of \$500,000.
b) I have failed to be prequalified for the following reasons: _____

The Contracting Agency may determine a prospective Bidder who is not prequalified to perform certain types of work within the financial and experience constraints determined by WSDOT to be not responsible and refuse to award a contract.

The Board of County Commissioners shall proceed to award the contract to the lowest and best bidder but may reject any or all bids if in its opinion good cause exists therefor. (RCW 36.77.040)
I hereby certify that the above statements are true and accurate.

By: _____

Very truly yours,

(Print Name) JOHN HAYDEN

Company Name: WUTKE LLC DBA IDAHO FENCE

Address: 2430 W. Seltice Way

City, State, Zip: Post Falls ID 83854

Washington State Contractor's License No.: IDAHO FC 895K